

President. JAMES O. FARR.

Change Bank

\$5,000.00

Classes of stock, paid up and

that pays interest at once, and

J. VANDYKE Vice-President

J. O. OTTLEY, Assistant

Banking

Liability, \$500

Kiser, George W. Blanton,

Al Bank,

business, solicits accounts of

justice for corporations and in

other securities.

TYBANK

A. GA.

President. Jacob H.

National Banks,

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Other European countries, In

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Other DEPARTMENT

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May 15

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ATLANTA

ROAD TIME-TABLE

The Arrival and Departure

from This City—Continued

DEPARTURES

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THE SUPREME COURT.

DECISIONS RENDERED MONDAY, FEBRUARY 23, 1891.

Reported for the Constitution by Peoples

& Stevens, Reporters of the

Supreme Court of Georgia.

Wheeler v. Lanier, executor. Contracts. Trust

and wife. Marriage. Before Judge Harris.

group superior court.

Wheeler, C. J.—An antenuptial contract by

the intended husband, on behalf of him

his heirs, executors and administrators,

enacted under his hand and seal, for and in

consideration of the marriage to be had and

annulment, that his executors, upon his death,

and pay over to his intended wife, the sum of

\$10,000, this sum to be her full and complete

and final share in his estate, she under her hand

and seal, covenanted that she would abide by the

terms of the instrument, and that she would

not, in any manner, create an absolute irrevocable

obligation binding upon his qualified executor, and

under which an action for the recovery of the

sum may be maintained after the husband's

death.

Assignment reversed.

M. Longley and N. J. Hammond, for plaintiff.

H. Whitaker, P. H. Brewster and R. A. S.

eman, for defendant.

Georgia Railroad Co. v. Eskew. Negligence.

Before Judge Hines.

Rockdale superior court.

Wheeler, C. J.—There was evidence from

the jury that the plaintiff was injured by the

negligence of the defendant, and that the

damages were \$100.00. The jury returned a

verdict in favor of the plaintiff for the sum of

\$100.00. The court affirmed the verdict.

Where punitive as well as compensatory

damages are in question, the intention involved

in the award of the former is to punish the

defendant, and to deter him from repeating the

offense. It is not to be given unless the

conduct of the defendant is such as to justify

it. It is not to be given for mere negligence.

It is to be given for gross negligence.

It is to be given for wanton conduct.

It is to be given for malicious conduct.

It is to be given for conduct which is

such as to justify the award of punitive

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ABOUT THE CAPITAL.

THE W. AND A. COMMISSION AD-

JOURNS TO MARCH 2TH.

The Military Advisory Board Meets and

Starts on a Tour of Inspection—Other

Matters About the Statehouse.

The Western and Atlantic commission met

yesterday.

A full board was present, and the attorneys

for both the state and lessees.

Contrary to the general expectation, how-

ever, the investigation was not gone into.

Ex-Attorney General Anderson stated that

the state was not ready to submit its counter

claims, owing to the short time since its coun-

sel had information of the claims of the

lessees; and further, because the assistant

counsel for the state had been appointed only

three or four days ago. The delay in this

matter was due to the uncertain condition of

Attorney General Lester's health, as it was

thought possible he might be able to help

represent the state.

When this showing was made by Judge An-

derson, the lessees asked for a postponement, as

they were unwilling to proceed with their case

before they knew the character or extent of the

state's claims.

The case was accordingly postponed.

A motion was read and filed by the state's

counsel to dismiss the petition of the Western

and Atlantic receivers—the written claim for

bottomers being signed by them—on the

ground that the law contemplated this action

being taken by the lessees themselves, not by

receivers appointed by the United States

court.

This motion to dismiss will be the first bus-

iness in order when the commission meets.

The new date is March 9th, by which time

the state's counter claims will have been sub-

mitted, and the investigation will then be gone

into.

The Advisory Board.

The advisory board of the state's

counsel to dismiss the petition of the Western

and Atlantic receivers—the written claim for

bottomers being signed by them—on the

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STILSON, JEWELER.

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Reliable Goods.

Fair Dealing.

Bottom Prices.

CUT TO PIECES.

Are now ready. The

styles are correct; the

goods fine; the

Prices Low!

All Winter Clothing

being closed out at

greatly reduced rates.

GEORGE MUSE & CO.,

CLOTHIERS AND FURNISHERS.

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AMUSEMENTS.

OPERA HOUSE.

Wednesday and Thursday and Thursday Matinee

February 22nd and 23rd.

Farewell engagement of the eminent actor,

LOUIS JAMES.

and his superb company, in three magnifi-

cent productions.

WEDNESDAY EVENING, FEBRUARY 22ND.

THURSDAY MATINEE, FEBRUARY 23RD.

THE MARBLE HEART.

THURSDAY EVENING, FEBRUARY 23RD.

JULIUS CÆSAR.

No advance in prices. Sale of seats opens Mon-

day morning at 10 o'clock. Feb 22 23 24 25 26

Monday and Tuesday Nights, February

and Tuesday Matinee. 23d and 24th

The Marie Greenwood

Comic Opera Company,

With large company and fine orchestra and

chorus Repertoire:

Monday night and Tuesday Matinee.

Tuesday Matinee.

BY VON SUPPE.

Night, "THE HERMIT."

BY SERPETTE.

Talented Principals! Clever Comedians!

No increase of prices. Reserved seats at Miller's.

Feb 20

An Hour with Mother

Goose and Her Temper-

ance Family. For benefit

of school library of Wash-

ington Seminary, Friday,

Feb. 27, 8 p.m. Admission

25c. Feb 27-28

INSTRUCTION.

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If you want to learn shorthand, the first thing

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